



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Jands, Inc.

File: B-260135

Date: April 5, 1995

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### DECISION

Jands, Inc. protests the award of a contract to Severn Graphics, Inc. for high-quality graphic products and services designated as "Program C2-S" under an invitation for bids (IFB), issued by the Government Printing Office (GPO). The protester, which submitted the third-low bid, maintains that GPO should have rejected the bids submitted by Severn (the low bidder) and Graphic Visions Associates, Inc. (the second-low bidder), because those bids contain mistakes, which, if corrected, would make Jands' the lowest-price bid.

We dismiss the protest.

The IFB, issued on October 31, 1994 to 88 potential bidders, contemplated the award of a fixed-price, indefinite quantity/indefinite delivery, requirements contract with economic price adjustments, for a base period with up to four 1-year options. The IFB called for the production of high quality graphics and related services, including layout and design, artwork, typesetting, proofreading, creating and revising electronic files, scanning, and photographic services for the General Accounting Office (GAO). The IFB listed various deliverables including materials used in conjunction with testimony presentations to members of Congress; training materials; visuals for meetings and briefings (e.g., flip charts, signs, posters, etc.); publication art to be included in GAO reports to Congress; computer-assisted publishing services; and photographic services.

Bidders were required to submit unit prices for each item or service listed in the pricing schedule. The IFB explained that GPO would calculate an overall bid price for each bidder by multiplying the unit prices bid by the corresponding estimated production quantity of each item or service listed in the IFB. Award was to be made on the basis of the lowest overall bid.

Of the 10 bids received by the time set on December 7 for bid opening, GPO rejected six bids as nonresponsive, leaving four bids eligible for consideration, as follows:

<u>Bidder</u>	<u>Total Bid Price</u>
Severn	\$139,375
Graphic	147,064
Jands	147,506
Photocraft	296,587

On January 5, 1995, GPO awarded the contract to Severn. This protest to our Office followed.

The thrust of Jands' protest is that Severn's and Graphic's bids may be based on a mistaken interpretation of the IFB's requirements. Specifically, for each of the 2,400, 1,200, and 600 square inch posters and boards, section I of the schedule required bidders to insert unit prices for "B/W photostat/negative." Jands points to the unit prices for the 2,400 square inch board, for example, which range from \$5 to \$349, to argue that the lower-priced bidders must have misunderstood the IFB's requirement. Severn and Graphic bid \$7 and \$5, respectively, for that item, while Jands bid \$130. The protester maintains that the wide disparity in prices for that item may be due to Severn and Graphic interpreting "photostat/negative" as requiring either a photostat "or" negative, rather than, as Jands interpreted the IFB, as requiring a photostat "and" negative (just as "B/W" as used in the IFB means black "and" white). The protester asserts that there is no way that any contractor could supply the three large photostat and negative products at the prices bid by Severn and Graphic.

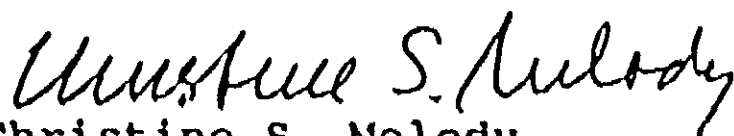
The protester's speculation that the bidders may have misinterpreted the IFB does not state a valid basis for protest. As a preliminary matter, the sole evidence on which the protester relies--the disparity in unit prices--does not, standing alone, show that the bidders misunderstood the requirement. On the contrary, on its face the submission of a significantly lower price indicates no more than a below-cost bid, which bidders are free to submit and agencies properly may accept. See MEI Envtl. Servs.--Recon., B-231401.2 et al., June 16, 1988, 88-1 CPD ¶ 579.

In any event, a protester does not have standing to claim an error in a competitor's bid since it is the responsibility of the contracting parties--the government and the low bidder--to assert rights and bring forth the necessary evidence to resolve mistake questions. Sabreliner Corp., B-231200, Aug. 31, 1988, 88-2 CPD ¶ 194. To the extent that Jands argues that a hearing is required to determine whether Severn intends to or is able to provide the products

required by the contract at the prices bid, this is a challenge to the contracting officer's affirmative responsibility determination, a matter which we do not generally review. See 4 C.F.R. § 21.3(m)(5) (1995).

Finally, to the extent that Jands suggests that the agency may be interpreting the IFB differently than Jands did--that is, to require either a negative or a photostat, rather than a negative and a photostat--Jands is in essence arguing that the solicitation is ambiguous. To be timely, any such contention had to have been raised before bid opening. See 4 C.F.R. § 21.2(a)(1).

The protest is dismissed.

  
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